



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

सोमवार, 14 जून, 2021 / 24 ज्येष्ठ, 1943

हिमाचल प्रदेश सरकार

LABOUR AND EMPLOYMENT DEPARTMENT

NOTIFICATION

Dated, the 27th March, 2021

No. Shram(A)3-10/2020 (Awards).—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the publication of awards of the following cases announced by the Presiding Judge, Labour Court, Shimla on the website of the Department of Labour & Employment Government of Himachal Pradesh:—

Sl. No.	Reference/ Application	Title	Section
1.	Ref. 116/2018	President/Gen. Secy. Workers Union v/s M/s Indo Farm Equipment Ltd.	10
2.	Ref. 89/2018	Himachal Hotel Mazdoor Lal Jhanda v/s Manager, Srijan Bhog Company (P) Ltd.	10
3.	Ref. 116/2018	Himachal Hotel Mazdoor Lal Jhanda v/s Manager, Srijan Bhog Company.	10
4.	Ref. 167/2020	Sh. Yash Pal v/s M/s Unispeed Pharmaceuticals, Solan, H.P.	10
5.	Ref. 02/2019	Smt. Kiran Devi v/s M/s Lotus Herbals Colour & Cosmetics, Baddi.	10
6.	Ref. 01/2020	Gen. Secy. Himachal Futuristic Communications Ltd. v/s M/s Himachal Futuristic Communications Ltd.	10

By order,

KAMLESH KUMAR PANT, IAS
Principal Secretary (Lab. & Emp.).

In the Court of Sh. Chirag Bhanu Singh, Presiding Judge, H.P. Industrial Tribunal-cum-Labour Court, Shimla

Reference No. 24 of 2014

Instituted on 13-1-2014

Decided on 20-1-2021

The President/General Secretary, Indo Farm Equipment Worker Union Phase-II, Village Thana, P.O. Baddi, District Solan, H.P. . *Petitioner.*

Versus

The Factory Manager M/s Indo Farm Equipment Worker Union Phase-II, Village Thana, P.O. Baddi, District Solan, H.P. . *Petitioner.*

Reference under section 10 of the Industrial Disputes Act

For petitioner : Shri J.C. Bhardwaj, AR

For respondent : Shri H.R. Thakur, Advocate

AWARD

The following reference was received for adjudication from the appropriate government

1. Whether transfer of the Services of six workers from M/s Indo Farm Equipment Ltd., EPIP Phase-II, Village Thana, Baddi, District Solan, H.P. namely (1) Shri Tarsem Lal, Employee Code 789 and (2) Shri Dinesh Kumar Employee Code No. 5407 to Sales & service base station. M/s Indo Farm Equipment Ltd., Village Semara near LINEX factory and RKBK Petrol Pump, P.O. Chinhed, District Lucknow, UP (3) Arun Dogra employee code No. 5767 to Factory Outlet M/s Indo Farm Equipment Ltd., Pinjore Factory out-let, Model Town Nalagarh Road Pinjore. HR (4) Shri Kuldeep Singh employee code No. 238 to Baddi factory out-let Opposite Bus Stand Baddi District Solan, H.P. (5) Shri Naresh Kumar Employee code No. 777 to Indo Farm Equipment Ltd., Office No. 203, 2nd Floor, Wing 8-A Parmar Park, Shopping Arcade, Wanwadi Pune (MH) and (6) Shri Sohan Singh employee code 5768 to factory out-let at Ambala (HR) by the Employer/General Manager M/s Indo Farm Equipment Ltd., EPIP, Phase-II, Village Thana, Baddi, District Solan, H.P. is legal and justified? If not, what relief the above aggrieved workers are entitled to from the above management/employer?

2. Whether resorting to stike by the workers of M/s Indo Farm Equipment Ltd., EPIP, Phase-II, Village Thana, Baddi, District Solan, *w.e.f.* 8-12-2013 on account of opposing the transfer orders of six workmen (as mentioned in issue no.1 above) and against the termination of other six workers by the employer/general manager, HRD M/s Indo Farm Equipment Ltd., EPIP, Phase-II, Village Thana, Baddi District Solan, is legal and justified? If yes, what monetary and other service benefits the concerned workers are entitled to from the above employer and management and if not, legal and justified, its effects?"

It is the averred case of the petitioner union that the petitioner workmen namely Tarsem Lal, Dinesh Kumar and one Shri Sohan Singh who were working with the respondents as mechanics and were the confirmed employees of the respondent were transferred during the pendency of the conciliation proceedings before the Labour-Conciliation Officer, Baddi and that too without any express permission from him. That the action of the respondent was stated to be brazenly in breach of section 33 (1) (a&b) of the Act (hereinafter to be referred as Act).

3. The said act of the respondent was stated to be in violation of the settlement inter se parties, entered as far back as 19-4-2011. The copy of the settlement having been annexed as P-1. The settlement *inter-alia* espoused the working conditions of the labour, their working hours and categorization in respect of grades including incentives to be offered to them. When the union requested to implement the said settlement *vide* letter dated 23-09-2013, the respondent started terminating and transferring workmen. The respondent stopped abiding by the settlement. The management even requested to categorize the workers as per the settlement. The members of the union, particularly the office bearers who had raised their voice against the unlawful acts of the respondent were terminated and transferred.

4. Despite repeated requests when the respondent failed to respond the union had to issue a notice for strike. Resultantly the management preferred to talk with the union and asked it to defer the strike till Dusshera. Despite making a bid for conciliation nothing fruitful happened and eventually the union served a notice dated 7-12-2013 expressing their desire to strike work.

5. It is further the case of the union that since the respondent did not respect the settlement even during the course of conciliation. It is also their case that the Labour Commissioner made a pre-mature reference for adjudication rather than ordering implementation of the settlement which had already been arrived *inter-se* the parties, three years back. The strike was prohibited, however, no action was initiated for implementing the settlement. Rather, the respondent was given free hand to victimize the workmen. The workers were transferred to different States, which is stated to be against the Certified Standing Orders of the company itself.

6. It is also the contention of the petitioner union that the order of reference was premature and the prohibition of strike by the union was also illegal. Moreover, the entire "industrial dispute" has not been referred to this Court. It is prayed that the strike be declared legal and justified in view of the notice dated 23-9-2013.

7. The petitioner union prays that the illegal transfer orders of S/Shri Tarsem Lal, Dinesh Kumar and Sohan Singh may be set aside and quashed and their termination dated 26-2-2014 be also quashed and set aside and they be reinstated in service along-with full back-wages. It is also prayed that the strike resorted by the union *w.e.f.* 8-12-2013 for implementation of the settlement dated 19-4-2011 be declared Begal and justified and the wages of the period the workmen were on the strike be awarded to the workmen.

8. While contesting the claim the respondents have *inter-alia* raised preliminary objections vis-a-vis concealment of material facts, resjudicata and the petitioner being estopped in law from raising the dispute.

9. It is also the contention of the respondent that the services of the workmen has still not been terminated and one of them namely Dinesh Kumar is absenting from duties as such they are estopped from raising such plea. It is further the contention of the respondent management that the worker union had preferred CWP No. 930 of 2014 before the Hon'ble High Court of H.P. which stands withdrawn unconditionally by apprising the Court that they have amicably settled the dispute outside the Court.

10. On merits, the factum of transfer is not disputed. As per the respondent the terms and conditions reflected in the appointment letter clearly shows that the management could transfer the workmen to any other unit/division/department or its associate companies, in any part of the country. As per the respondent even the Certified Standing Orders (Clause-15) also provides that a workmen can be transferred to any other unit.

11. As per the respondent Dinesh Kumar was transferred in exigency of service to Lucknow. However, he refused to receive the transfer letter, consequently the same was sent on his permanent address. Despite repeated opportunities he failed to join the duties and as a sequel he was chargesheeted on 12-11-2013. He had been asked to file the reply, but on the contrary, he had filed a complaint before the Labour Officer. One Shri Aseem Sharma was appointed as an independent enquiry officer. After the completion of enquiry the enquiry report had also been sent on his permanent address and considering the same and the past conduct of the workman he was terminated *vide* letter dated 6-4-2014 and a sum of ₹6,856/- was also sent to him on his permanent address.

12. It is further the case of the respondent that during this period a settlement was arrived between the management and the workers and consequently Dinesh Kumar had been retransferred to the nearest place *i.e.* Kuruksehtra in Haryana. He however requested for cancelation of his transfer and expressed his inability to rejoin at Kuruksehtra too. Despite letters dated 5-8-2014, 9-9-2014 and 25-9-2014, he failed to join at Kuruksehtra. The services of the said Dinesh Kumar have not been terminated but he was absenting from his duties without any intimation.

13. It is further admitted that the settlement dated 19-4-2011 was arrived inter se the parties but it is denied that the said settlement was not being implemented. It is on the contrary averred that the petitioner union has unconditionally withdrawn the CWP No. 930 of 2014 pending before the Hon'ble High Court by apprising the Court that they have amicably settled the dispute outside the Court.

14. It is thus prayed that the claim be dismissed being devoid of any merits.

15. While filing rejoinder, the petitioner controverted the averments in the reply filed by respondent and further reiterated those in the statement of claim.

16. I notice that on 9-11-2016, the following issues came to be framed by my Learned Predecessor:

1. Whether transfer of the six workers from respondent company is illegal and unjustified as alleged? . . .*OPP*.
2. If issue No.1 is proved in affirmative, to what relief and other service benefits the concerned workers are entitled to? . . .*OPP*.
3. Whether resorting to strike by the workers of respondent company *w.e.f.* 8-12-2013 on account of opposing the transfer orders of six workmen and against the termination of other six workers by the respondent is illegal and unjustified as alleged? . . .*OPP*.
4. Whether the claim petition is hit by the principle of resjudicata, as alleged? . . .*OPR*.
5. Whether the petitioner union is estopped on account of its own acts, deed and conduct to raise the issue in the present petition? . . .*OPR*.
6. Relief.

17. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus :—

Issue No. 1 :	No.
Issue No. 2 :	Not entitled to any relief
Issue No. 3 :	Issue has become redundant
Issue No. 4 :	-do-
Issue No. 5 :	Yes
Relief :	Reference is dismissed per operative part of award.

Reasons for Findings

Issues No. 1 & 2 :

18. The issue in question has been rendered otiose as the reference pertaining to the transfers/terminations have been decided separately *vide* reference No. 13 of 2015, vis-a-vis Tarsem Lal by this Tribunal on 18-4-2018 and so have the references relating to Dinesh Kumar and Sohan Singh being reference No. 25/2016 and 36/2015 respectively, stands disposed off by this Tribunal on 27-8-2020. The issues have thus literally become redundant as, they stand answered by way of separate references, preferred individually by the workmen. The issues are thus disposed off as having become redundant.

Issues No. 1 & 2 :

19. All these issues being correlated and intermilngle are being taken up together for decision.

20. At the very out-set it would be opposite to point out that the appropriate government issued two notifications of the even date *i.e.* 9th of January, 2014 and strangely both bear the same endorsement No. being 11-2/93 (Lab.) ID/2013/14 Baddi.

21. Which of the two references have been referred is difficult to comprehend. One of them has been placed on record as Annexure P-4.

22. Be is as it may. In one of the reference sent to this Court, the second issue pertained to the issue relating to the strike by workers, *w.e.f.* 8-12-2013, that too, on account of opposing the transfer orders and the termination of the six workers.

23. The respondents have however, raised a preliminary objection that the petitioner union had preferred a writ petition before the Hon'ble High Court *vide* CWP No. 930 of 2014 espousing the same cause and had unconditionally withdrawn the said petition by apprising the Hon'ble High Court that they have amicably settled the dispute outside the Court.

24. During the course of proceedings the parties were directed to place on record the copy of the Writ Petition so moved before the Hon'ble High Court, which was placed on record on 3-11-2020. The perusal of the writ petition shows that the petitioner union had sought that the order dated 9th of January, 2014 passed by the respondent No. 2 *i.e.* the Labour Commissioner may kindly be quashed and set aside. The cause admittedly pertained to the transfer/termination of the workmen and the prohibition of strike ordered by the Labour Commissioner. Admittedly, the said writ petition was withdrawn on 6-5-2014 and it was stated by the Learned Counsel for the petitioner union that the parties have amicably settled the dispute out-side the Court and the Writ Petition was dismissed as withdrawn, that too unconditionally, as is clear from the order dated 6-5-2014 placed on record *vide* Ex. RW-1/H.

25. That being the factual position nothing more is required to be decided as the petitioner union is estopped from raising the issue yet again on the same cause.

26. Even otherwise, the appropriate government itself was not clear and categoric as to what is the dispute which is required to be decided by this Court as is amply clear from the two self-contradictory notifications issued by the appropriate government, one being the reference and other being Annexure P-4 on record. It is thus held that petitioner union is estopped from agitating the dispute any further having unconditionally withdrawn the Writ Petition and that too on the basis of some amicable settlement having already been arrived in inter se the parties. The issues are thus decided accordingly.

Relief :

For the foregoing reasons discussed hereinabove supra, the reference is dismissed. There shall be no orders as to costs. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced in the open Court today this 20th day of January, 2021.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge, H.P.
Industrial Tribunal-cum-
Labour Court, Shimla.

Himachal Mazdoor Sangh V/s Srijan Bhog Company Ltd.

15-01-2021

Present: Sh. O.P. Chauhan , Ld. Csl. for petitioner
Sh. Rahul Mahajan, Ld. Csl. for respondent along with Chander Mani Director

The Ld. Csl. for the parties submits that the dispute has been amicably settled and in pursuance thereto a one time settlement has been effected inter-se the parties , whereby an amount of Rs. 26,74,019/- (Twenty Six Lacs Seventy Four Thousand and Nineteen Only) shall be paid to the workmen as full and final settlement of their claim, in both the references No. 89 of 2018 and reference No. 116 of 2018 . All other litigation pending inter-se the parties shall be withdraw by them. A Separate statement of the president of the Union Sh. Suresh Kumar and the General Secretary Sh. Ashok Kumar have been recorded in this behalf and placed on record. The details of the amount payable to the individual workmen have also been submits by the Ld. Csl. for the respondent, which is placed on record.

It is thus clear that the workers union and the management have buried the hatched and resolve the dispute one and for all. As a sequel it is directed that the respondent shall make the aforesaid payments by 20-02-2021. The amount shall tendered to the workmen before the aforesaid date. The amount paid shall be towards the full and final settlement of claim vis-a-vis the work men and the management and they shall have no further claim against the respondent. The parties shall also withdraw litigations pending in other courts forthwith.

As a sequel to the aforesaid one time settlement the reference is disposed off as having become infructious. Ordered accordingly. Be consigned to record after completion. Let, the copy of this award be sent to appropriate government for publication.

Announced
15-01-2021

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
H.P. Industrial Tribunal-cum-
Labour Court, Shimla.

Himachal Mazdoor Sangh V/s Srijan Bhog Company Ltd.

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the amount payable to the individual workmen have also been submits by the Ld. Csl. for the respondent, which is placed on record.

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As a sequel to the aforesaid one time settlement the reference is disposed off as having become infructious. Ordered accordingly. Be consigned to record after completion. Let, the copy of this award be sent to appropriate government for publication.

Announced
15-01-2021

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
H.P. Industrial Tribunal-cum-
Labour Court, Shimla.

Ref. 167/2020

Sh.Yash Pal V/s M/s Unispeed Pharmaceuticals, Solan19-02-2021.

Present: None for the petitioner.
Sh. Navjot Singh , AR for respondent.

Though the notices sent to the petitioner have been received back unserved with the report that the address is incomplete but the representative of the respondent has placed on record a settlement entered inter-see the parties, wherey the dispute has been resolved amicably on 07.01.2021. The copy of the settlement along with the photo copy of the receipt and the cheque amounting of Rs. 50,000/- has also been placed on record.

Keeping in view of the settlement arrive between the parties the “ Industrial Dispute” has ceased to exist. As a sequel the refrence is dismiss as having become infructious . Ordered accordingly. Let, a copy of this order be sent to the appropriate government for publication in the official gazette. Be consigned to records after completion.

Announced:
08.01.2021.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
H.P. Industrial Tribunal-cum-
Labour Court, Shimla.

Ref. 02/2019

Smt. Kira Devi V/s M/s Lotus Herbals Colours & Cosmetics , Baddi.

19.02.2021.

Present: Sh. Prateek Kumar, Advocate for petitioner.
Sh. Rajat Sharma, Advocate for respondent.

The order dated 24.02.2020 shows that the parties have entered into a settlement and as a sequel to the same the petitioner was paid an amount of Rs. 57,620/- as full & final settlement of the claim. The Learned counsel for the respondent had stated at the bar and also placed on record the purported settlement entered between the parties.

Learned counsel for the petitioner submits that the parties have indeed settled the claim and the petitioner has received the aforesaid amount. The settlement deed and receipt issued by the petitioner also corroborates the said factum. Consequently , the reference is dismissed as having been settled. Whereby an amount of Rs 57620/- has been paid to the petitioner as full & final settlement of the claim. The reference is thus dismissed as accordingly . Let copy of this order be sent to the appropriate government for publication in the official gazette. File , after completion, be consigned to record.

Announced:
19-02-2021.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
H.P. Industrial Tribunal-cum-
Labour Court, Shimla.

Ref. 1 of 2020
M/s Himachal Futuristic Ltd.
V/s
G|M. Himachal Mazdoor Sangh HPCL.

22-02-2021

Present: Sh. J.C. Bhardwaj, AR for petitioner.
Sh. Vikas Chauhan, Ld. Csl. for respondent.

The Ld. Csl. for the petitioner , which happens to be the management of the particular case, has submitted that he does not intend to press the reference any further. In his behalf even a formal application has been filed by the petitioner management .

The perusal of the reference makes an interesting reading. Apparently the management had sought to raise certain demands with respect to the functioning of the workers union and that to by a purported demand charter dated 13-05-2019. How, and under what circumstances the "appropriate governments send this reference for adjudication to this court is difficult to fathom. To say the least it should not have been referred to this court in the first instance. Be it as it may. However, seeing to the facts that the petitioner management itself does not intend to press the reference , which otherwise does not maintainable, the reference is thus ordered to be dismissed as

not beeing maintainable. The petitioner management will however be, at liberty to take appropriate steps, as per law, if so advised. The reference is dismissed accordingly. Be sent to appropriate government for publication in a official gazette. Be consigned to records after completion.

Announced
22-02-2021.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
H.P. Industrial Tribunal-cum-
Labour Court, Shimla.

स्वास्थ्य एवं परिवार कल्याण विभाग

अधिसूचना

शिमला-2, 07 जून, 2021

संख्या: स्वास्थ्य-ए-ए(9)6/2019.—हिमाचल प्रदेश के राज्यपाल, मानव रोगक्षम अल्पता विषाणु और अर्जित रोगक्षम अल्पता संलक्षण (निवारण और नियन्त्रण) अधिनियम, 2017 (2017 का केन्द्रीय अधिनियम संख्यांक 16) की धारा 23, 24, 25 और 34 के साथ पठित धारा 49 द्वारा प्रदत्त शक्तियों और इस निमित्त उन्हें समर्थ बनाने वाली समस्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के प्रयोजनों को कार्यान्वित करने के लिए निम्नलिखित हिमाचल प्रदेश मानव रोगक्षम अल्पता विषाणु और अर्जित रोगक्षम अल्पता संलक्षण (ओम्बड्समैन और विधिक कार्यवाही) नियम, बनाते हैं, अर्थात्:—

1. संक्षिप्त नाम, विस्तार और प्रारम्भ.—(1) इन नियमों का संक्षिप्त नाम हिमाचल प्रदेश मानव रोगक्षम अल्पता विषाणु और अर्जित रोगक्षम अल्पता संलक्षण (ओम्बड्समैन और विधिक कार्यवाही) नियम, 2021 है।

(2) ये नियम राजपत्र (ई-गजट) हिमाचल प्रदेश में प्रकाशन की तारीख से प्रवृत्त होंगे।

2. परिभाषाएँ.—(1) इन नियमों में जब तक कि सन्दर्भ से अन्यथा अपेक्षित न हो,—

(क) “अधिनियम” से, मानव रोगक्षम अल्पता विषाणु और अर्जित रोगक्षम अल्पता संलक्षण (निवारण और नियन्त्रण) अधिनियम, 2017 (2017 का केन्द्रीय अधिनियम संख्यांक 16) अभिप्रेत है;

(ख) “समुचित प्राधिकारी” से, जब तक अन्यथा अधिसूचित न किया जाए, केन्द्रीय सरकार के मामले में राष्ट्रीय एड्स नियन्त्रण संगठन और हिमाचल प्रदेश सरकार के मामले में हिमाचल प्रदेश राज्य एड्स नियन्त्रण सोसाइटी अभिप्रेत है;

(ग) “उच्च भार जिलों” से, ऐसे जिले अभिप्रेत हैं जो समुचित प्राधिकरण द्वारा समय-समय पर इस प्रकार अधिसूचित किए जाए;

(घ) “ओम्बड्समैन” से, अधिनियम की धारा 23 के अधीन राज्य सरकार द्वारा नियुक्त और पदाभिहित अधिकारी अभिप्रेत है; और

(ङ) “राज्य सरकार” से, हिमाचल प्रदेश सरकार में स्वास्थ्य एवं परिवार कल्याण विभाग अभिप्रेत है।

(2) उन शब्दों और पदों के जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं, किन्तु अधिनियम में परिभाषित हैं के वही अर्थ होंगे, जो अधिनियम में उनके हैं।

3. एच0 आई0 वी0/एड्स, ए आर टी और क्षीण रोग प्रतिरोधक शक्ति वाले व्यक्तियों के लिए हानिकारक संक्रमण प्रबंधन की नैदानिक सुविधाओं की व्यवस्था.—राज्य सरकार, समस्त नागरिकों को सरकारी स्वास्थ्य सुविधाओं (प्राथमिक स्वास्थ्य केन्द्रों या सामुदायिक स्वास्थ्य केन्द्रों या जिला अस्पतालों या सरकारी चिकित्सा महाविद्यालयों और अस्पतालों में एच0 आई0 वी0/एड्स और अन्य क्षीण रोग प्रतिरोधक शक्ति वाले व्यक्तियों के लिए हानिकारक संक्रमण से सम्बन्धित नैदानिक सेवाओं की निःशुल्क व्यवस्था करेगी। ए आर टी औषधियाँ, समस्त एच आई वी पॉजिटिव व्यक्तियों को राष्ट्रीय एड्स नियन्त्रण संगठन और राज्य सरकार द्वारा जारी मार्गदर्शक सिद्धान्तों के अनुसार समस्त सरकारी स्वास्थ्य सुविधाओं में निःशुल्क उपलब्ध करवाई जाएगी।

4. ओम्बड्समैन की नियुक्ति.—(1) उप-निदेशक, विधिक स्वास्थ्य एवं परिवार कल्याण विभाग हिमाचल प्रदेश, इस अधिनियम के प्रयोजनों के लिए ओम्बड्समैन के रूप में कार्य करेगा।

(2) ओम्बड्समैन का मुख्यालय शिमला, हिमाचल प्रदेश में होगा। न्यायपीठ को अपेक्षानुसार कतिपय अवधि के लिए धर्मशाला या किसी अन्य स्थान पर ले जाया जा सकेगा :

परन्तु, यदि ऐसा अनुरोध किया जाए, तो राज्य सरकार विधिक विवादक, जो उसके कार्य के दौरान उत्पन्न हो सकते हैं पर विधि और विधायी मामले उसे सहायता प्रदान करेगी :

परन्तु राज्य सरकार ओम्बड्समैन की नियुक्ति की तारीख से तीस दिन के भीतर क्षमता-निर्माण की उपलब्ध व्यवस्था करेगी।

5. ओम्बड्समैन द्वारा शिकायतों की जांच करने की रीति.—(1) ओम्बड्समैन अधिनियम के अधीन की गई शिकायतों पर जांच करते हुए निष्पक्ष और स्वतन्त्र रीति से कार्रवाई करेगा।

(2) ओम्बड्समैन, इस अधिनियम के अधीन शिकायतों की जांच करते हुए साक्ष्य के किन्हीं नियमों द्वारा आबद्ध नहीं होगा और ऐसी प्रक्रिया, जैसी न्यायसंगत और उचित समझे, अपना सकेगा।

(3) ओम्बड्समैन के समक्ष जांचों में कोई प्रतिपरीक्षा अनुज्ञात नहीं होगी।

(4) ओम्बड्समैन न्याय के हित में संरक्षित व्यक्तियों तथा एच0 आई0 वी0 संभावित व्यक्तियों और एच0 आई0 वी0 और एड्स जन स्वास्थ्य या स्वास्थ्य परिदान स्कीमों के क्षेत्रों में कार्य कर रहे व्यक्तियों सहित विशेषज्ञों की सहायता ले सकेगा।

(5) ओम्बड्समैन को चिकित्सा-आपात के मामलों में, पक्षकारों की सुनवाई किए बिना, अंतरिम आदेश पारित करने की शक्ति होगी।

(6) ओम्बड्समैन को अतिक्रमण के प्रत्याहरण और परिशोधन, परामर्श देने, सामाजिक सेवा आदि सहित आदेश पारित करने की शक्ति होगी।

(7) ओम्बड्समैन कृत कार्रवाई शिकायतकर्ता को संसूचित करेगा।

(8) ओम्बड्समैन, शिकायत के पक्षकारों को ओम्बड्समैन के आदेश के विरुद्ध उनके न्यायिक पुनर्विलोकन के अधिकार के बारे में सूचित करेगा।

6. ओम्बड्समैन द्वारा अभिलेख रखने की रीति.—(1) ओम्बड्समैन, शिकायत प्राप्त करने के ठीक पश्चात् भौतिक या कम्प्यूटरीकृत रूप में मात्र उस उद्देश्य के लिए अनुरक्षित रजिस्टर में उसे एक युनिक अनुक्रम शिकायत संख्या आबंटित कर अभिलिखित करेगा।

(2) शिकायत प्राप्त होने पर, वह जहां उपलब्ध हो, शिकायतकर्ता को, एस. एम. एस. या ई-मेल द्वारा युनिक अनुक्रम शिकायत संख्या भेजने के साथ उसे अभिस्वीकृत करेगा।

(3) वह शिकायत की प्राप्ति का समय और कृत कार्रवाई को रजिस्टर में अभिलिखित करेगा।

(4) वह शिकायतों का रजिस्टर उस रीति, जिससे डॉटा की गोपनीयता सुनिश्चित रहे, में अनुरक्षित करेगा।

(5) वह अधिनियम की धारा 11 के उपबन्धों के अनुसार डॉटा सुरक्षा उपायों की अनुपालना करेगा।

7. ओम्बड्समैन को शिकायत करने की रीति.—(1) कोई व्यक्ति अधिनियम के उपबन्धों के अतिक्रमण के सम्बन्ध में, अभिकथित अतिक्रमण होने के तीन मास के भीतर ओम्बड्समैन को शिकायत कर सकेगा :

परन्तु ओम्बड्समैन, यदि उसका समाधान हो जाता है कि शिकायतकर्ता को परिस्थितियों ने निर्धारित समय में शिकायत करने से रोका था जो वह कारणों को लिखित में अभिलिखित करते हुए तीन मास की और अवधि के लिए शिकायत करने की समय-सीमा को बढ़ा सकेगा।

(2) समस्त शिकायतें इन नियमों के साथ संलग्न परिशिष्ट में प्रदर्शित प्रारूप में ओम्बड्समैन को, लिखित रूप में की जाएगी :

परन्तु जहां शिकायतकर्ता लिखित रूप में शिकायत नहीं कर सकता है, वहां ओम्बड्समैन, शिकायत को लिखित रूप में देने के लिए शिकायतकर्ता को सभी प्रकार की युक्तियुक्त सहायता प्रदान करेगा।

(3) चिकित्सा-आपातकाल के मामलों में, ओम्बड्समैन या उसका सहायक, शिकायतकर्ता के अभिकथित अतिक्रमण के अवस्थान पर या शिकायत के लिखित प्रलेखन को समर्थ बनाने के लिए किसी अन्य सुविधाजनक स्थान पर जा सकेगा।

(4) ओम्बड्समैन व्यक्तिगत रूप में, डाक के माध्यम से, दूरभाष द्वारा, या ओम्बड्समैन की वैबसाइट के माध्यम से इलैक्ट्रॉनिक रूप में शिकायतें प्राप्त कर सकेगा :

परन्तु राज्य सरकार, ओम्बड्समैन की नियुक्ति के सात दिन के भीतर ओम्बड्समैन की वैबसाइट स्थापित करेगी।

(5) ओम्बड्समैन की नियुक्ति के तीस दिन के भीतर, विशिष्टतया संरक्षित व्यक्तियों, स्वास्थ्य देखभाल कर्मचारों, विधिक सहायता सेवा प्राधिकारियों, और सिविल प्राधिकारियों की जानकारी हेतु राज्य सरकार के अधीन समुचित प्राधिकारी, ओम्बड्समैन के कार्यालय, जिसके अंतर्गत ओम्बड्समैन की अधिकारिता, भूमिका, कार्यकरण और प्रक्रियाएं और ऐसी रीति जिसमें ओम्बड्समैन को शिकायतों की जा सकेंगी के सम्बन्ध में सूचना प्रसारित करेगी।

8. छदमनाम रिकार्ड करने और विधिक कार्यवाहियों में पहचान छिपाने की व्यवस्था करने की रीति.—(1) किसी विधिक कार्यवाही में, जहां न्यायालय, अधिनियम की उप-धारा (1) के खंड (क) के अनुसरण में, संरक्षित व्यक्ति या किसी अन्य व्यक्ति द्वारा किए गए आवेदन पर निर्देश देता है कि न्याय के हित में कार्यवाही या उसके किसी भाग को ऐसे संरक्षित व्यक्ति की पहचान को छिपाकर संचालित की जाए, वहां न्यायालय का रजिस्ट्रार इसमें शामिल सभी पक्षकारों को,—

(i) न्यायालय के समक्ष सम्बद्ध पक्षकारों के पूरे नाम, पहचान और पहचान-ब्यौरे जिसे रखने वाले दस्तावेजों की एक प्रति फाइल करने, जिसे एक सीलबंद कवर और रजिस्ट्रार के पास सुरक्षित अभिक्षा में रखा जाएगा; और

(ii) सम्बद्ध पक्षकारों के पूरे नाम, पहचान और पहचान-ब्यौरे वाले दस्तावेजों की एक प्रति कार्यवाही में अन्य पक्षकारों पर यह सुनिश्चित किए जाने की अपेक्षा से कि सम्बद्ध पक्षकारों के पूरे नाम और पहचान गोपनीय रखी जाए, तामील करने का निर्देश देगा।

(2) रजिस्ट्रार, न्यायालय के समक्ष दायर दस्तावेजों में विधिक कार्यवाहियों में शामिल व्यक्तियों को सुरक्षित रखने के लिए छदमनामों की रीति में व्यवस्था करेगा कि विधिक कार्यवाही में संलिप्त संरक्षित व्यक्ति की पहचान और पहचान-ब्यौरे गोपनीय रखे जाएं।

(3) रजिस्ट्रार, यदि न्यायालय द्वारा ऐसा अपेक्षित हो तो, न्यायालय के समक्ष सुनवाई के लिए सूचीबद्ध विधिक कार्यवाही की प्रथम तारीख को सीलड कवर किए गए दस्तावेजों को न्यायालय के समक्ष रखेगा।

(4) विधिक कार्यवाही, जिसके अंतर्गत न्यायालय बोर्ड पर मामला सूचीबद्ध किया जाना, अंतरिम आदेश और अंतिम निर्णय हैं, के संबंध में न्यायालय द्वारा बनाए गए समस्त प्रलेखन में विधिक कार्यवाही में संलिप्त संरक्षित व्यक्ति की पहचान और उनके पहचान-ब्यौरे छदमनाम से प्रदर्शित किए जाएंगे।

(5) विधिक कार्यवाही में संलिप्त संरक्षित व्यक्ति की पहचान और पहचान-ब्यौरे जिसमें सहायक और कर्मचारिवृंद सहित किसी भी व्यक्ति या उनके प्रतिनिधियों द्वारा प्रकट नहीं किए जाएंगे :

परन्तु जहां न्याय के हित में, संरक्षित व्यक्ति का नाम और पहचान किसी तृतीय पक्षकार को प्रकट करने की आवश्यकता है, तो ऐसा उसे केवल न्यायालय के आदेश द्वारा ही अनुज्ञात किया जाएगा।

(6) उपर्युक्त विधिक कार्यवाहियों की बाबत किसी मामले में इलैक्ट्रॉनिक या किसी अन्य रूप में मुद्रण या प्रकाशन केवल तभी विधिपूर्ण होगा यदि विधिक कार्यवाहियों में पक्षकारों की पहचान छिपाने को सुनिश्चित करते हुए ऐसा किया गया है।

(7) अधिनियम के अधीन, किसी न्यायालय के समक्ष किसी भी विधिक कार्यवाही में न्यायालय, अधिनियम की धारा 11 के अनुसार डाटा-सुरक्षा उपायों की अनुपालना करेगा।

परिशिष्ट [नियम 7(2) देखें] ओम्बड्समैन को शिकायत करने के लिए प्रारूप

1. घटना की तारीख.....
2. घटना का स्थान.....
3. घटना का विवरण.....
4. घटना के लिए उत्तरदायी व्यक्ति/संस्थान.....

शिकायतकर्ता के हस्ताक्षर/अंगूठा निशान*
 नाम : तारीख :
 मोबाइल नं० या ई-मेल/फैक्स/पता :
 केवल कार्यालय उपयोग हेतु :
 विशिष्ट शिकायत संख्या :

*जहां शिकायत दूरभाष द्वारा प्राप्त होती है और ओम्बड्समैन द्वारा लिखित में परिवर्तित कर दी जाती है, वहां ओम्बड्समैन प्रारूप में हस्ताक्षर करेगा।

आदेश द्वारा,
 हस्ताक्षरित/—
 (अमिताभ अवस्थी),
 सचिव (स्वास्थ्य)।

[Authoritative English Text of this Department Notification No. Health-A-A(9)6/2019 dated 07-06-2021 as required under clause (3) of Article 348 of the Constitution of India].

HEALTH AND FAMILY WELFARE DEPARTMENT

NOTIFICATION

Shimla-2, 07th June, 2021

No. Health-A-A(9)6/2019.—In exercise of the powers conferred by Section 49 read with Sections 23, 24, 25 and 34 of the Human immunodeficiency Virus and Acquired Immune Deficiency Syndrome (Prevention and Control) Act, 2017 (Central Act No. 16 of 2017) and all other powers enabling him in this behalf, the Governor, Himachal Pradesh is pleased to make the following Himachal Pradesh Human immunodeficiency Virus and Acquired Immune Deficiency Syndrome (Ombudsman and Legal Proceedings) rules for carrying out the purpose of the said Act, namely:—

1. Short title, extent and commencement.—(1) These rules may be called Himachal Pradesh Human Immunodeficiency Virus and Acquired Immune Deficiency Syndrome (Ombudsman and Legal Proceedings) Rules, 2021.

(2) These rules shall come into force from the date of publication in the Rajpatra (e-Gazette), Himachal Pradesh.

2. Definitions.—(1) In these rules, unless the context otherwise requires,—

- (a) “Act” means the Human Immunodeficiency Virus and Acquired Immune Deficiency Syndrome (Prevention and Control) Act, 2017 (Central Act 16 of 2017);
- (b) “Appropriate authority” means, unless otherwise notified, the National AIDS Control Organization in the case of the Central Government and Himachal Pradesh State AIDS Control Society in the case of Government of Himachal Pradesh;
- (c) “High burden districts” means the districts notified as such by the appropriate authority from time to time;
- (d) “Ombudsman” means an Officer appointed or designated by the State Government under section 23 of the Act; and
- (e) “State Government” means the Government of Himachal Pradesh in Department of Health and Family Welfare; and

(2) The words and expressions used and not defined in these rules but defined in the Act, shall have the same meanings as assigned to them in the Act.

3. Provision of Diagnostic Facilities of HIV/AIDS, ART and Opportunistic Infections management.—The State Government shall provide free diagnostic services related to HIV/AIDS and other opportunistic infections to all citizens in Government Health Facilities (Primary Health Centres or Community Health Centres or District Hospitals or Government Medical Colleges and Hospitals). ART drugs shall be provided free of cost at all Government Health Facilities in accordance with the guidelines issued by National AIDS Control Organization and State Government to all HIV positive persons.

4. Appointment of Ombudsman.—(1) The Deputy Director, Legal Health and Family Welfare Department Himachal Pradesh Shall act as Ombudsman for the purposes of this Act.

(2) The principal seat of the Ombudsman shall be at Shimla, Himachal Pradesh. The bench may be moved to Dharamshala or any other place for certain period as per requirement:

Provided that the State Government shall provide him/her the assistance from the Department of Legal and Legislature Affairs on legal issues that may arise in the course of his work, if so requested:

Provided that the State Government shall provide capacity building within thirty days from the date of appointment of the Ombudsman.

5. Manner of inquiring into complaints by Ombudsman.—(1) The Ombudsman shall act in an objective and independent manner when inquiring into complaints made under the Act.

(2) While inquiring into complaints under Act, the Ombudsman shall not be bound by any rules of evidence and may follow such procedure as he considers just and proper.

(3) No cross-examination shall be permitted in inquiries before the Ombudsman.

(4) The Ombudsman may, in the interests of Justice, take the assistance of experts, including protected persons and persons vulnerable to HIV and persons working in the fields on HIV and AIDS, public health or health delivery systems.

(5) The Ombudsman shall have the power to pass interim orders in cases of medical emergency without hearing the parties.

(6) The Ombudsman shall have the power to pass orders, including to, withdrawal and rectification of the violation, counseling, social service etc.

(7) The Ombudsman shall inform the complainant of the action taken.

(8) The Ombudsman shall inform the parties to the complaint of their right to seek judicial review from the Ombudsman's order.

6. Manner of maintaining records by Ombudsman.—(1) The Ombudsman immediately on receipt of a complaint, record it by assigning a sequential unique complaint number in a register maintained solely for that purpose in physical or computerized form.

(2) On receipt of the complaint, he shall acknowledge it including by sending the unique complaint number by SMS or e-mail to the complainant where available.

(3) He shall record the time of the complaint and the action taken on the complaint in the register.

(4) He shall maintain the register of complaints in a manner that ensures confidentiality of data.

(5) He shall comply with data protection measures in accordance with the provisions of section 11 of the Act.

7. Manner of making complaints to Ombudsman.—(1) Any person may make a complaint in relation to the violation of the provision of the Act to the ombudsman within three months from the date of taking place of the alleged violation:

Provided that the Ombudsman may, for reasons to be recorded in writing, extend the time limit to make the complaint by a further period of three months, if he is satisfied that circumstances prevented the complainant from making the complaint within the stipulated period.

(2) All complaints shall be made to the Ombudsman in writing in accordance with the form set out in the Appendix appended to these rules:

Provided that where a complainant cannot make a complaint in writing, the Ombudsman shall render all reasonable assistance to the complainant to reduce the complaint in writing.

(3) In cases of medical emergency, the Ombudsman or his assistant may visit the complainant at the location of the alleged violation or any other convenient place to enable written documentation of the complaint.

(4) The Ombudsman may receive complaints made in person, via post, telephonically, or through electronic form through the Ombudsman's website :

Provided that the State Government, within seven days of the appointment of the Ombudsman shall establish a website of the Ombudsman.

(5) To advance the understanding, in particular, of protected persons, healthcare workers, legal aid service authorities and civil authorities, within thirty days of the appointment of the Ombudsman, the appropriate authority under the State Government shall disseminate information about the office of the Ombudsman, including the Ombudsman's jurisdiction, role, functioning and procedures, and the manner in which complaints can be made to the Ombudsman.

8. Manner of recording pseudonym and providing suppression of identity in legal proceedings.—(1) In any legal proceeding where a court, pursuant to clause (a) of sub-section (1) of the Act directs, on an application made by a protected person or any other person, that in the interests of justice the proceeding or any part thereof be conducted by suppressing the identity of such protected person, the Registrar of the court shall direct all parties involved to:—

- (i) file one copy of the documents bearing the full name, identity and identifying details of the parties concerned before the court, which shall be kept in a sealed cover and in safe custody with the Registrar; and
- (ii) Serve one copy of documents bearing the full name, identity and identifying details of the parties concerned upon other parties in the proceeding with a requirement to ensure that the full name and identity of the parties concerned are kept confidential.

(2) The Registrar shall provide pseudonyms to protect the persons involved in the legal proceedings in the documents filed before the court in such manner that the identity and identifying details of the protected person involved in the legal proceeding are kept confidential.

(3) The Registrar shall place the sealed covered documents before the court on the first date the legal proceeding is listed for hearing before the court, if so required by the court.

(4) The identities of the protected person involved in the legal proceeding and their identifying details shall be displayed in pseudonym in all documentation generated by the court in relation to the legal proceeding, including listing of the case on the court Board, interim orders and final judgments.

(5) The identity and identifying details of the protected person involved in the legal proceeding shall not be revealed by any person or their representatives including assistants and staff :

Provided that where in the interest of justice, the name and identity of the protected person needs to be revealed to a third party, it shall only be allowed by an order of the court.

(6) Printing or publishing any matter in relation to the aforementioned legal proceedings in electronic or any other form, shall be lawful only if the same is done by ensuring the suppression of identities of the parties in the legal proceedings.

(7) In any legal proceeding before any court under the Act, the court shall comply with data protection measures in accordance with section 11 of the Act.

**Appendix [See rule 7(2)]
Form for making Complaint to Ombudsman**

1. Date of Incident.....
2. Place of Incident.....
3. Description of Incident.....
4. Person/Institution responsible for the Incident.....

Signature/Thumb impression of Complainant*

Name :

Date :

Mobile No./e-mail/Fax/Address :

For Official use only :

Unique Complaint Number :

*Where the complaint is received telephonically and reduced to writing by the Ombudsman, the Ombudsman shall sign the Form.

By order,
Sd/-
(AMITABH AVASTHI),
Secretary (Health).

TRANSPORT DEPARTMENT**NOTIFICATION***Shimla-2, the 8th June, 2021*

No. TPT-C(9)-8/2002.—The Governor, Himachal Pradesh in exercise of the powers conferred by sub-section (6) of Section 41 of the Motor Vehicles Act, 1988 (No. 59 of 1988) and all other powers enabling him in this behalf is pleased to allot/release registration marks/number from Serial No. 0001 to 9999 under the Registration mark HP 98 to Registering and Licensing Authority, Kasauli, District Solan, Himachal Pradesh for registration of motor vehicles with effect from the publication of this notification in the H.P. Rajpatra (Extra Ordinary) in the public interest.

By order,
Sd/-
(RAM SUBHAG SINGH),
Additional Chief Secretary (Transport).

TRANSPORT DEPARTMENT**NOTIFICATION***Shimla-2, the 8th June, 2021*

No. TPT-C(9)-6/2003.—The Governor, Himachal Pradesh in exercise of the powers conferred by sub-section (6) of Section 41 of the Motor Vehicles Act, 1988 (No. 59 of 1988) and all other powers enabling him in this behalf is pleased to allot/release registration marks/number from Serial No. 0001 to 9999 under the Registration mark HP 47-B to Registering and Licensing Authority, Dalhousie, District Chamba, Himachal Pradesh for registration of motor vehicles with effect from the publication of this notification in the H.P. Rajpatra (Extra Ordinary) in the public interest.

By order,
Sd/-
(RAM SUBHAG SINGH),
Additional Chief Secretary (Transport).

विधि विभाग**अधिसूचना**

शिमला-2, 10 जून, 2021

संख्या एल0एल0आर0-ई(9)-18/2018-लेज.—क्योंकि श्री बेली राम, अधिवक्ता को इस विभाग की अधिसूचना संख्या0 एल0एल0आर0-ई0(9)-14/96-लेज, तारीख 09-03-1999 द्वारा उप-मण्डल कुल्लू, जिलर कुल्लू के लिए नोटरी के रूप में नियुक्त किया गया था और उनका नाम नोटरी के रजिस्टर में क्रम संख्या 91 पर प्रविष्ट किया गया था;

और क्योंकि प्रधान, बार एसोसिएशन कुल्लू, जिला कुल्लू ने पत्र दिनांक 04-05-2021 द्वारा सूचित किया है कि श्री बेली राम, नोटरी कुल्लू, जिला कुल्लू का देहान्त हो चुका है;

अतः हिमाचल प्रदेश के राज्यपाल, नोटरी अधिनियम, 1952 की धारा 10 के साथ पठित नोटरी नियम, 1956 के नियम 13 (13) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री बेली राम, नोटरी, उप-मण्डल कुल्लू, जिला कुल्लू का नाम नोटरी के रजिस्टर से तुरन्त हटाए जाने के आदेश देते हैं।

आदेश द्वारा,
हस्ताक्षरित/—
(यशवन्त सिंह चोगल),
प्रधान सचिव (विधि)।

[Authoritative English text of this Department Notification No. LLR-E(9)18/2018 Leg. Dated 10-06-2021 as required under Article 348 (3) of the Constitution of India].

LAW DEPARTMENT

NOTIFICATION

Shimla-2, the 10th June, 2021

No. LLR-E(9)- 18/2018-Leg.—WHEREAS Shri Beli Ram, Advocate was appointed as notary *vide* Government Notification No. LLR-E(9)-14/96-Leg. dated 09-03-1999 and authorised to practice as such within the territorial limits of Sub-Division Kullu of District Kullu and his name was entered at serial No. 91 in the Register of Notaries;

AND WHEREAS, President Bar Association Kullu, District Kullu has intimated *vide* letter dated 04-05-2021 that Shri Beli Ram, notary of Kullu of District Kullu has died.

NOW, therefore, the Governor, Himachal Pradesh, in exercise of the powers conferred by Section 10 of the Notaries Act, 1952 read with rule 13(13) of the Notaries Rules, 1956, order the removal of the name of Shri Beli Ram, notary of Sub-Division Kullu of District Kullu from the Register of notaries with immediate effect.

By order,
Sd/-
(YASHWANT SINGH CHOGAL),
LR-cum- Pr. Secretary (Law).

ANIMAL HUSBANDRY DEPARTMENT

NOTIFICATION

Shimla-2, the 03rd June, 2021

File No. AHY-B(8)-2/2010-L.—In supersession of all previous notifications issued in this regard, the Governor, Himachal Pradesh, is pleased to notify PG/PhD Policy for regulating

admissions to various Post Graduation and PhD. courses in Veterinary Education applicable in the State of Himachal Pradesh as under:

1. Short Title.—This policy may be called the ‘Policy for regulating admissions to various Post Graduation and PhD courses in Veterinary Education applicable in the State of Himachal Pradesh’ in short ‘PG/PhD Policy’.

2. Commencement.—This policy shall come to effect from the date of its notification.

3. Definition.—Notwithstanding anything to the Contrary :

3.1 DAH shall be the Director, Animal Husbandry, Himachal Pradesh.

3.2 PG shall mean Post Graduate Degree in any specialized subject and PhD shall mean Doctorate degree in any specialised subject or any other allied Diploma being pursued by the applicant.

3.3 ‘Field posting’ shall mean the posting in various peripheral Animal Husbandry Institutions of the State including Vety. Hospitals, Zonal Vety. Hospitals, Polyclinic, Sub-Divisional Vety. Hospital, Central Vety. Dispensary, Veterinary Check Posts, Disease Investigation Labs, Sperm Stations, Breeding Centres, ETT labs, Ram Centre, Jersey Farm, Buffalo Farm, Horse Farm, Rabbit Farm and other allied institutions of the State Government like Wild Life of Forest & MC Shimla etc. Including tribal areas of postings.

3.4 ‘Government’ shall mean the Government of Himachal Pradesh.

3.5 ‘Veterinary Services’ shall mean the Veterinary Doctors under the establishment of DAH working as such in the State of HP.

3.6 NOC shall mean the No Objection Certificate issued by the Government Himachal Pradesh on the recommendations of the Director, Animal Husbandry, Himachal Pradesh to pursue Post Graduation and PhD course as may be applicable or any other Diploma which may be declared as beneficial to render Veterinary Services in the State by the concerned Veterinarian.

3.7 ‘DD’ shall mean Deputy Director, Animal Husbandry, posted at District Headquarters.

4. Veterinary and Animal Husbandry Services Encadrement.—The cadre of VAS (Veterinary and Animal Husbandry Services) shall consist of all the Veterinarians from regular Veterinary Officers to that of Deputy Director.

5. Issuance of NOCs:—

5.1 NOC for pursuing Post Graduation/PhD :

NOC shall be issued only to Veterinary Doctors (herein after referred to as vets) desirous of pursuing Post Graduation who should be regular and should have five years of uninterrupted continuous services without any break or unauthorized absence. His/her service record to this effect should have been verified by the concerned Deputy Director,

Animal Husbandry, as per maintained service record. Such verification shall be obtained by the concerned DAH from the DD of concerned District before making application to the DAH for NOC for appearing in examination.

5.2 Such candidates who have been granted NOC for appearing in the entrance examination in any institute(s) subject to conditions as laid down in 5.1 and are subsequently selected in the institutions shall apply to the DAH for relieving along with the result card. The DAH shall then complete all the formalities and seek permission of Government of Himachal Pradesh and after receipt of approval from Government, DAH shall relieve the candidate only after furnishing of bond documents.

6. Terms and conditions of Bond for Post Graduation/PhD:

6.1 As the Government incurs substantive expenditure on each candidate for doing Post Graduation/PhD/Diploma Course and also pays them pay and allowances and seniority during the course (as per the leave approved) every Veterinarian Doctor (regular only) who have been allowed to pursue Post Graduation/PhD shall have to furnish a bond to serve the State for at least five years service in case of PG Course and atleast eight years after completion of PhD and like courses after completion.

6.2 All the candidates as per clause 6.1 shall furnish a bond in the form of a legal undertaking to serve the State for prescribed period failing which the candidate shall have to pay the amount of Rs. 40 lakh for PG and Rs. 60 lakh for PhD to the State Government. The candidate shall also furnish an undated cheque from a scheduled bank amounting to Rs. 40 lakh for PG and Rs. 60 lakh for PhD in the name of DAH. The DAH shall be at liberty to get the cheque encashed in the event of violation of the bond conditions.

6.2.1 In case the Vet. who has completed the PG/PhD/others resigns from the services, will have to pay the Bond money to the State Government alongwith interest.

6.3 The candidates as per clause 6.1 shall also deposit their original bachelor degree with the DAH. The concerned issuing University/Institution shall be informed about such retention and the candidate shall be debarred from obtaining any duplicate degree. The original bachelor degree shall be released only after completion of the Bond Period or after deposition of the requisite amount and this shall be a part of the bond agreement.

6.4 The candidates shall also furnish undertaking as a part of bond that they shall complete the course prescribed failing which they shall be liable to pay additional amount to the tune of Rs. 40 lakh for PG and Rs. 60 lakh for PhD to the State Government for wastage of time and money.

6.5 The prescribed format of the bond shall be as per **Annexure A**.

6.6 It shall be the sole responsibility of DAH/DD to ensure the furnishing of such documents from each candidate to ensure collection of these documents at the time of recommendations of a candidate to any of the course mentioned in para 5 above. Any dereliction of duty in this regard shall make the concerned liable for action.

6.7 The custodian of these three documents –Bond as legal undertaking, undated cheque and the original Bachelor's degree shall be DAH/DD.

6.8 In no case, NOC will be granted for any candidate having reached the age more than 50 years for PG and 48 years for pursuing PhD degree.

6.9 The following shall constitute a violation of the bond to serve the state as outlined in Clause 6.1

6.9.1 Failure to join the given field posting within 10 days of issuance of orders.

6.9.2 Putting in request for EOL/Study leave/request for NOC during the mandatory period of service of the State after obtaining the first degree.

6.10 In the event of a candidate violating the terms of bond, the following actions shall be initiated by the DAH:—

6.10.1 The salary paid to the candidate during sponsorship shall be recovered through due process of law.

6.10.2 The bond amount shall be recovered through due process of law. The cheque submitted by the candidate as a part of bond documents shall be encashed.

6.10.3 Initiation of disciplinary proceedings against the concerned veterinarian.

6.10.4 The original bachelor degree shall not be returned and endorsement shall be made to the concerned University thereof.

6.10.5 Cancellation of registration from the State Veterinary Council.

6.10.6 Those candidates in whose case the Government fails to issue any orders for field postings within a month of their clearing the concerned Exams, the DAH/DD would be answerable to the Government for this lapse.

7. Remuneration during the mandatory field posting:

7.1 The regular Veterinarian shall continue to draw the emoluments and pay admissible to him/her with due allowances and increments during the period of mandatory field posting.

8. Terms for leaving Post Graduation course midway:

8.1 If the Veterinarians who, leaves the Post Graduation/PhD/PG course midway, he/she shall be debarred to re-appear in any entrance examination for the next five years. The period of five years for the purpose of de-barring shall be reckoned from the date of leaving the course midway.

8.2 In addition to this, for those Vets who leave post graduation course mid way, the period spent on leave will be treated as leave of kind due. If there is no sufficient leave of kind due in his credit that period may be treated as EOL and the payment made to the person for this period shall be recovered from the candidates. In addition to this, the Vets shall have to pay Rs. 40 lakh for PG and Rs. 60 lakh for PhD in the event of leaving the course midway as per terms of the bond.

- 8.3 In case of direct candidates who leave the course midway, they shall have to pay Rs. 40 lakh for PG and Rs. 60 lakh for PhD to the State Government as per the terms of the bond. Information in respect of such cases shall be sent to the DAH by the concerned DD with bond and other documents.

9. NOC and Sponsorship for pursuing Super Speciality courses:

- 9.1 There shall be no annual capping on the number of candidates for pursuing higher studies. However, it is the responsibility of DAH and DD to recommend only such number of candidates for issuance of NOC so as to the work of concerned area/distt. may not suffer.
- 9.2 Any Vet. who is not fulfilling the condition of minimum required service shall have to resign and complete the obligation of the bond and if he/she joins any course without getting NOC from the Government or without submitting his/her resignation, disciplinary proceedings shall be initiated besides writing to the concerned Head of Institute for cancellation of the admission.
- 9.3 The general conditions including violation and procedure to be adopted shall be same as outlined in Clause 6, unless otherwise prescribed in this clause.

10. Miscellaneous:

- 10.1 The State Government reserves the right to alter/amend any provision in the PG/PhD Policy at any time/from time to time.

By order,
Sd/-
Additional Chief Secretary (AH).

ANNEXURE-A

AGREEMENT BOND

THIS DEED OF BOND IS EXECUTED AT _____ ON THIS DAY OF _____ BETWEEN CANDIDATE (hereinafter to be referred as first party) AND GOVERNOR, STATE OF HIMACHAL PRADESH through _____ (hereinafter to be referred as SECOND PARTY)

The details of the FIRST PARTY are as under:

NAME: _____

s/o, d/o, w/o: _____

RESIDING AT (PERMANENT ADDRESS):

(TEMPORARY ADDRESS):

LAND LINE PHONE NO: _____

MOBILE NO: _____

E-mail address: _____

AADHAR NO.: _____

WHEREAS the FIRST PARTY had applied for admission to _____ course and the FIRST PARTY has been selected in the said course.

WHEREAS the FIRST PARTY is agreed to complete the duration of the _____ course and on such failure of not completing the prescribed duration of the course of _____ years, the FIRST PARTY shall forthwith pay a sum of Rs. _____.

WHEREAS the FIRST PARTY is agreed to serve the Government of H.P. for a period not less than _____ years after successful completion of the course and on such failure of not completing the _____ full Bond period of _____ years, the FIRST PARTY shall forthwith pay a sum of Rs. _____.

WHEREAS, the FIRST PARTY shall be paid the stipend/full pay admissible with entitled allowances during the duration of the _____ course by the SECOND PARTY and the FIRST PARTY shall be treated as on duty for all practical purposes.

AND WHEREAS, the FIRST PARTY has agreed to execute the bond with 2 sureties/guarantors (out of which one is guardian of the FIRST PARTY and the Second guarantor is an Income Tax assessee) to stand guarantee for the above said amount of Rs. _____.

NOW THE DEED OF INDEMNITY BOND WITNESSES AS FOLLOWS:

1. The FIRST PARTY appreciates that the stipend/full pay alongwith allowances payable to the first party belongs to the public exchequer and that the first party is morally and ethically bound to serve the poor and needy people of the State after the completion of the course for which the First Party has been sponsored. The first party agrees that in the event of non-completion of full bond period, the first party shall be liable to be sued in the competent Court of Law for recovery of full Bond money alongwith penal interest.
2. The first party has agreed to complete the prescribed duration of the course of _____ years. The FIRST PARTY also agrees that in the event of default the first party shall pay forthwith a sum of Rs. _____ along with interest @ 18% per annum and the salary drawn to the SECOND PARTY.
3. The first party has agreed to serve the State of Himachal Pradesh for a period of _____ years after the successful completion of said course. The FIRST

PARTY also agrees that in the event of default the first party shall pay forthwith a sum of Rs. _____ along with interest @ 18% per annum and the salary drawn to the SECOND PARTY. The First Party agrees to submit an undated cheque of the said amount at the time of signing of this bond.

4. For the aforesaid amount of Rs. _____, the first party has brought two sureties/guarantors and it has agreed that the same shall stand alive till successful completion of the BOND period. OR in the event of such default till payment of Rs. _____ to the SECOND PARTY.
5. The first party agrees that till the successful completion of the period of _____ years service with the Government of Himachal Pradesh or till the payment of Rs. _____ including fulfillment of any other obligation as may be prescribed by this bond, the certificates relating to Bachelor Degree of the first party shall be in the custody of the SECOND PARTY and the first party shall not make any attempt to obtain duplicate degree from the issuing University/Institute, and if it makes any application to such effect, it would amount to fraud with the second party.
6. The first party agrees to abide by the PG policy notified by the SECOND PARTY in letter and spirit and the provisions mentioned therein shall be applicable to the FIRST PARTY in to-to.

AND to ensure the discharge of obligations by the FIRST PARTY as prescribed by this bond,

1. _____ (guardian of the FIRST PARTY) and
2. _____ (an income tax assessee), have agreed to act as sureties/guarantors and execute the bond as per conditions prescribed herein. The sureties/guarantors aforesaid making such payment, the above written bond shall be void and be of no effect, otherwise it shall remain in force and virtue:

PROVIDED always that the liability of the sureties/guarantors hereunder shall not be impaired or discharged by reasonable time being granted or by any forbearance, act or omission of the Government or any person authorized by them (Whether with or without the consent knowledge of the sureties) nor shall it be necessary for the Government to sue the First Party before suing the sureties or any of them for amount due hereunder.

ACCEPTED

For and on behalf of any of the order and direction of the Government of Himachal Pradesh

Signed and Dated at _____ on this the _____ day of

Signed and delivered by the FIRST PARTY _____.

Signature of the Candidate _____

Surety/Guarantor 1

Signature _____

Name: _____

Address: _____

PAN No. _____

Aadhar No. _____

Surety/Guarantor 2

Signature _____

Name: _____

Address: _____

PAN No. _____

Aadhar No. _____

Date :

Place :

Principal _____ Medical College/DHS

Witnesses

Signature

First Party:

1. _____

2. _____

Second Party:

1. _____

2. _____

PROFORMA:

1. Name of the Candidate: _____
2. Name of the Institution and place where he has worked last: _____
3. Designation: _____
4. Name of the Course (PG/PhD/Diploma): _____
5. Duration of the Course: _____
6. Date of joining the Course: _____
7. Whether Service / Non service candidate: _____
8. If service candidate, date of joining in-service: _____
9. Total service prior to joining the course: _____
10. Permanent address: _____

DECLARATION

I hereby declare that the above particulars are true to the best of my knowledge and I have executed the prescribed bond. If the particulars furnished above are incorrect, I will remit back the stipend amount paid to me with full interest thereon as specified by the Government from to time.

Further I declare that I will not claim my original certificates till I fulfill my bond conditions as I have executed.

Date: _____

Place: _____

